

REMARKS

The following Remarks are in response to the Office action mailed October 14, 2008. Claim 5 has been amended. The amendment is sourced from the original specification and drawings of the present application, thus no new matter is added. Claims 1-2 and 4-9 remain pending in the application. Applicant appreciates Examiner's careful review of the present application.

Claim Rejections Under 35 U.S.C. § 101

Claims 5-8 were rejected under 35 U.S.C. 101 because the claimed invention was directed to non-statutory subject matter.

In response to this rejection, Applicant has amended claim 5 by including materials of hardware or a combination of hardware and software therein. Amended claim 5 recites the use of certain technology, such as various software modules (i.e., a customer information maintaining module, a product price information maintaining module, a shipment information maintaining module, and a customer complaints managing module) installed in a computer (i.e., an application server) that would inherently and necessarily require hardware (i.e., the application server or a database). Furthermore, amended claim 5 is recited as being computer-enabled, and can only be performed by carrying out one or more steps of providing various software modules (see above) in a piece of hardware (i.e., the application server and the database). Most particularly, amended claim 5 recites the step of "informing a relevant workshop to commence producing the products". The one or more steps of providing various software modules in the piece of hardware are necessary in management of purchase orders as claimed in amended claim 5. Accordingly, Applicant submits that amended claim 5 is directed to statutory subject matter. Claims 6-8 depend directly from amended independent claim 5. Applicant requests reconsideration and removal of the rejection of claims 5-8 under 35 U.S.C. 101.

Claim Rejections Under 35 U.S.C. § 103

I. Claims 5-9 were rejected under 35 U.S.C. 102(a) as being anticipated by Choe et al. (US PG Pub. 2002/0069082, hereinafter referred to as “Choe”).

II. Claims 1-2 and 4 were rejected under 35 U.S.C. 103(a) as being unpatentable over Choe, in view of Lettich et al. (US PG Pub. 2002/0049622, hereinafter referred to as “Lettich”), and further in view of Franco et al. (US Pat. Number 7,257,552, hereinafter referred to as “Franco”).

In response

It is noted that Examiner has not cited the Franco reference to reject any of claims 1-2 and 4 in the detailed rejections of the current Office Action. Therefore, the Franco reference should be excluded from the rejection. As such, in this response to the current Office Action, Applicant assumes that the Franco reference is not part of the rejection.

Claims 5-9

Claim 5, as amended, recites in part:

‘enquiring whether the customer agrees to reproduction of the products via a customer complaints managing module of the application server, if the inventory is not satisfactory; and

informing a relevant workshop to commence producing the products via the customer complaints managing module, if the customer agrees to reproduction of the products.’”

Applicant submits that Choe does not disclose, teach, or otherwise suggest the invention having the above-highlighted features as set forth in amended claim 5.

On page 4 of the current Office action, it is stated that Choe does not teach or suggest the feature of “enquiring whether the customer agrees to reproduction of the products if the inventory is not satisfactory; and informing a relevant workshop to

commence producing the products if the customer agrees to reproduction of the product.” However, Examiner takes Official Notice that it is old and well known in the business industry to replace or reproduce orders that are not correct. As such, Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of the Applicant’s invention was made to modify the invention of Choe to include the feature of reproducing orders for customers for customer satisfaction. Applicant respectfully disagrees and traverses the content and/or the utilization of the Official Notice to modify the invention of Choe to render Applicant’s invention, for the following reasons.

Choe teaches an electronic commerce method that can automatically determine whether errors have occurred in the orders placed by the respective dealing companies (see the Abstract of Choe). Choe further discloses that the amount of available products in stock are checked by comparing the amount of ordered items with the inventory in stock, and it is thus determined if the ordered quantity exceeds that in stock (paragraph [0085]). In addition, Choe discloses that if the ordered quantity exceeds the stock, a quantity of shipment-available products is determined according to each schedule of the corresponding products (paragraph [0086]). According to the above disclosures, Choe can determine whether inventory of the products is sufficient, and dispatch the products when the inventory is sufficient. However, Choe cannot enquire whether the customer agrees to reproduction of products when the inventory is not satisfactory. Furthermore, there is no disclosure or suggestion in Choe’s method (nor in any of the other cited references) combined with the Official Notice regarding the limitation of “*enquiring whether the customer agrees to reproduction of the products if the inventory is not satisfactory*” as recited in amended claim 5 of the present application.

Choe discloses that an operation for a divisional shipment of the process for performing an e-commerce transaction (see FIG. 5). As seen from the steps of FIG. 5, Choe gives the detailed steps for operating the divisional shipment on e-commerce

transaction. However, Choe does not inform a relevant workshop to commence producing products when the customer agrees to reproduction of the products, in the steps of FIG. 5. Furthermore, there is no disclosure or suggestion in Choe's method (nor in any of the other cited references) combined with the Official Notice in relation to the limitation of "*informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products*" as recited in amended claim 5 of the present application.

Applicant submits that the Official Notice is at best very general only, and cannot properly be relied on to overcome the shortfalls in the teachings of Choe to replace or reproduce orders that are not correct in the business industry. Accordingly, Choe does not contain any teaching or suggestion that might lead one of ordinary skill in the art to provide the above-highlighted limitations as set forth in claim 5, even in view of the Official Notice.

Neither the above-quoted "enquiring.." nor the "informing.." steps is taught or suggested in the asserted combination of Choe. From the standpoint of a person of ordinary skill in the art, there are no illustrative instances in Choe's method for enquiring whether the customer agrees to reproduction of the products via a customer complaints managing module of the application server if the inventory is not satisfactory, nor for informing a relevant workshop to commence producing the products via the customer complaints managing module if the customer agrees to reproduction of the products, as recited in amended claim 5 of the present application. That is, a consideration of Choe with the knowledge generally available to one of ordinary skill in the art still does not provide any suggestion or motivation to modify Choe or combine any of the other cited references (including Official Notice) to achieve the manner of enquiring or informing provided by the present invention. The teaching or suggestion to make the claimed combination, including **the manner of the steps of**

“enquiring..” or “informing..”, and the reasonable expectation of success must both be found in the prior art and not based on applicant’s disclosure.

For at least the above reasons, Applicant submits that the combination of Choe and Official Notice fails to teach or even suggest the present invention having the above-highlighted features as set forth in amended claim 5. That is, amended claim 5 is unobvious and patentable under 35 U.S.C. §103(a) over Choe in view of Official Notice. Reconsideration and removal of the rejection and allowance of amended claim 5 are requested.

Claims 6-9 depend from amended independent claim 5, and thus include all of the limitations of amended independent claim 5. Therefore, Applicant believes that claims 6-9 should also be allowable.

Claims 1-2 and 4

Claim 1 recites in part:

‘a customer complaints managing module for managing customer complaints, deferring shipments, enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products’.

Applicant submits that none of Choe and Lettich, or their combination, teaches or otherwise suggests the invention having the above-highlighted features as set forth in claim 1.

On pages 7-8 of the current Office action, it is asserted that that Choe does not teach or suggest the above feature, but it is further asserted that the combination of Lettich teaches or suggests the feature above. In addition, Examiner takes Official Notice that it is old and well known in the business industry to replace or reproduce orders that are not correct. As such, Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of the Applicant’s invention was made to

modify the invention of Choe to include the feature of Lettich. Applicant respectfully disagrees and traverses the content and/or the utilization of the Official Notice to modify the invention of Choe and Lettich to render Applicant's invention for the following reasons.

Lettich teaches that shipchem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analyses are properly done, in order to minimize repeated complaints (see paragraph [0138]). Lettich further teaches that shipchem.com provides order integration functions, such as order entry screens, electronic interfaces, and ERP integration capabilities (see paragraph [0194]). According to these teachings, Lettich can deal with customer complaints and defer corresponding shipments. However, there is no teaching or suggestion in Lettich about ***“enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products,”*** as recited in claim 1 of the present application.

As asserted above regarding amended claim 5, Applicant asserts there are no illustrative instances in Choe's method and Lettich's method combined with Official Notice regarding the above-highlighted limitations. Applicant submits that the Official Notice is at best very general only, and cannot properly be relied on to overcome the shortfalls in the teachings of Choe in view of Lettich to replace or reproduce orders that are not correct in the business industry. That is, a consideration of Lettich with the knowledge generally available to one of ordinary skill in the art still does not provide any suggestion or motivation to modify Choe or combine Official Notice to achieve the manner of enquiring or informing provided by the present invention. Accordingly, Choe and Lettich does not contain any teaching or suggestion which might lead one of ordinary skill in the art to provide the above-highlighted limitations as set forth in claim 1, even in view of the Official Notice.

In conclusion, Applicant submits that any combination of Choe and Lettich does not teach or otherwise suggest the invention having the above-highlighted features as set forth in claim 1. That is, claim 1 is unobvious and patentable under 35 U.S.C. § 103(a) over Choe in view of Lettich, and further in view of Official Notice. Reconsideration and removal of the rejection and allowance of claim 1 are requested.

Claims 2 and 4 depend from independent claim 1, and thus include all of the limitations of independent claim 1. Therefore, Applicant believes that claims 2 and 4 should also be allowable.

CONCLUSION

Applicant submits that the foregoing Amendment and Response place this application in condition for allowance. If Examiner believes that there are any issues that can be resolved by a telephone conference, or that there are any informalities that can be corrected by an Examiner's amendment, please call the undersigned at 714.626.1224.

Respectfully,

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By /Frank R. Niranjana/ Date: January 08, 2009

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